

TENDER FOR BOKSS WEB PLATFORM DEVELOPMENT

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PART 1 GENERAL CONDITIONS

1. Definition

1.1 In this document, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Contract"	Means a contract between the Contractor and BOKSS for the supply and purchase of the Goods and/or Services;
"Contractor"	Means the successful Tenderer whose Tender is awarded in accordance with Clause 6.1 of this Part;
"BOKSS"	Means Baptist Oi Kwan Social Service
"Purchase Order"/ "Work Order"	Means an official order issued by BOKSS to require the Contractor to supply and deliver the Goods and/or Services according to the details specified in such order;
"Goods"	Means the goods, articles, products and/or materials which are set out in Part 3 of the Tender Documents;
"Tender"	Means the document known as Return of Tender set out in Part 5 of the Tender Documents duly completed and signed by the Tenderer and all documents and information which are required to be submitted by the Tenderer along with the said Return of Tender;
"Tender Closing Date"	Means 13:00 of 31-AUG-2023;
"Tender Collection Address"	Means 6/F, 36 Oi Kwan Road, Wanchai, Hong Kong Working Hours: Monday to Friday 09:00-13:00, 14:00-18:00 Closed on Saturday, Sunday and Public Holidays;

"Tender Documents"	Mean every part of this document from Part 1 to Part 5 (both inclusive) being the General Conditions, Particular Terms and Conditions, Specifications, Schedule of Rates and Return of Tender;
"Tenderer"	Means any person, firm or company who submits the Tender following the instructions attached thereto and in accordance with the terms of the Tender Documents.

- 1.2 Unless the context otherwise requires, words denoting singular shall denote plural and vice versa, and words referring to the male gender shall include the female or neuter gender and vice versa.
- 1.3 Clause headings in these Tender Documents are for reference and convenience only and shall not affect the interpretation thereof.

2. Invitation to Tender

BOKSS invites tenders for the supply of the Goods and/or Services. Specifications of the Goods and/or Services are set out in Part 3 of the Tender Documents. This part, hereby referred to as Part 1, contains the General Conditions of BOKSS's invitation to Tender. Interested Tenderers should follow the terms under this part to submit a valid Tender to BOKSS. Part 2 contains the particular terms and conditions relating to the Goods and/or Services. They shall be incorporated, so far as applicable, to the actual contracts for the supply of the Goods and/or Services.

3. Tender

Tenderers should be aware of the following when submitting a Tender:

- 3.1 The Tender concerns the supply of all or any part of the Goods and/or Services which are specified in Part 3.
- 3.2 The Tender relates to the provision of the Goods and/or Services to any party within the meaning of BOKSS.
- 3.3 Tenders may not be considered if complete information is not given. Full details as to the descriptions, catalogues and documentary evidence as well as any particular details asked for in the Tender Documents must be given when the Tenderer submits his Tender.
- 3.4 The Tender and the Tender Documents shall not be altered by the Tenderer. Any

- modification considered necessary by the Tenderer should be requested by a letter accompanying the Tender for BOKSS's consideration.
- 3.5 The attention of Tenderers is hereby drawn to Clause 18.2 of Part 2 of the Tender Documents, pursuant to which BOKSS may at any time by notice to the Contractor, without giving any reason, terminate all or any Contract or any part thereof without compensation to the Contractor and without being liable to the Contractor for any costs, expenses, loss or damages as a result thereof or in connection therewith. Tenderers shall be deemed to have taken into account the full effect of such clause when submitting the Tender.
- 3.6 Tenderers will be invited for an interview individually.

4. Tenders to Remain Open

- 4.1 Tenders shall remain open for acceptance for not less than 90 days after the Tender Closing Date.
- 4.2 All Tenders must be submitted by the Tenderer on or before the Tender Closing Date and must be submitted in the tender box provided by BOKSS at the Tender Collection Address. Time is of essence in relation to the Tender submission and late Tenders will not be considered.
- 4.3 In case a "Black Rainstorm Signal" and "Tropical Cyclone Warning Signal No. 8 or above" is valid for any duration between 9:00 a.m. (Hong Kong time; same thereafter) and 12:00 noon on the day when the Tender Closing Date falls due, the Tender Closing Date will be extended to 12:00 noon on the next working day (i.e., except Saturday, Sunday and Public Holiday).

5. Prices

Tenderers must quote their prices for each item of the Goods and/or Services and must comply with the following requirements:

- 5.1 The price quoted must be expressed in Hong Kong dollars. Such prices must be the net prices of the Goods and/or Services having already taken into account all trade and cash discounts. The Tenderer must also specify the cost of any containers, packing, packing materials and/or delivery which may be incurred in the supply of the Goods and/or Services.
- 5.2 The Tenderer must quote his prices in Part 4 of the Tender Documents known as the Schedule of Rates.
- 5.3 All schedules and tables found in Part 4 must be duly signed and stamped with the company chop of the Tenderer.

- 5.4 Unless the Tenderer clearly stipulates otherwise, the prices quoted in Part 4 shall be deemed to be fixed throughout the duration of any Contract to be entered into between BOKSS and the Tenderer (if his Tender is awarded). No request for price variation will otherwise be accepted. If a Tenderer wishes to include a price variation clause in his Tender, he may do so, but with the full knowledge and understanding that such a clause may prejudice the award of his Tender. When submitting a Tender with a price variation clause, the Tenderer must stipulate the basis of the price variation, i.e., the formula. No provisions for price variation shall bind BOKSS unless and until the same is accepted in writing.
- 5.5 Tenderers shall ensure that the prices quoted are accurate before submitting their Tenders.

 Under no circumstances will any request for price adjustment be accepted on the grounds that a mistake (whether intentional or unintentional) has been made in the Tender.

6. Award of Tender

- 6.1 The successful Tenderer, i.e., the Contractor, will receive a Letter of Award ("Letter of Award") or Purchase Order from BOKSS.
- 6.2 Upon the award of the Tender, persons within the meaning of BOKSS may at its own timing and decision enter into Contracts with the Contractor based on the quotations made in the Contractor's Tender. BOKSS may choose to conclude the Contracts either by way of issuing a Purchase Order and/or a Work Order to the Contractor or by way of signing formal agreements with the Contractor, depending on the circumstances. Each Purchase Order and/or Work Order so issued will constitute a separate agreement between the issuing BOKSS and the Contractor. The Contracts concluded in either way mentioned above shall incorporate, so far as applicable, the terms and conditions under the Tender Documents.
- 6.3 Any estimates on the requirement or demand of the Goods and/or Services in Part 3 are for information only and BOKSS will not commit to ordering such amounts specified to be "estimates" from the Contractor.

7. Alternative Standards

Alternative standards proposed by the Tenderer which may be comparable to the prescribed standards mentioned in the Tender Documents may be considered by BOKSS. The Tenderer shall state clearly with which standard his offer will comply and a full comparison of the two standards shall be submitted together with the Tender for BOKSS's consideration.

8. Alternative Proposals and Negotiation

Alternative proposals by the Tenderer which may improve the value of his Tender may be submitted. BOKSS reserves the right to negotiate with any Tenderer about the details of such alternative proposals.

9. Saving

BOKSS is not bound to accept any or the lowest Tender and reserves the right to accept or reject all or any part of any Tender at any time within the period mentioned in Clause 4 hereof.

10. Contractors' Performance Monitoring

- 10.1 During the period of the Contract(s), the successful Tenderer, i.e., the Contractor, shall keep sufficient stock of the Goods if the subject matter of supply is the Goods and shall maintain sufficient equipment and/or manpower if the subject matter of supply is the Services. In the event that there is any delay on the part of the Contractor to deliver the Goods or provide the Services due to insufficient stock or insufficient equipment or manpower, BOKSS is entitled to discontinue any orders or any part thereof by written notice forthwith.
- 10.2 Tenderers are advised that should their Tenders be awarded, their performance after the award will be closely monitored and taken into account when any future Tenders of them for other matters are being evaluated.

11. Warranty against Collusion

- 11.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to BOKSS that in relation to the invitation to tender:
 - (a) save with the prior written consent of BOKSS, it has not communicated and will not communicate to any person, corporation, organization or other entity ("Person") other than BOKSS the amount of any price submitted in its Tender;
 - (b) it has not fixed and will not fix the amount of any price submitted in its Tender by arrangement with any Person;
 - (c) it has not made and will not make any arrangement with any Person as to whether it or that other Person will or will not submit a tender; and
 - (d) it has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the tendering process.
- 11.2 In the event that a Tenderer is in breach of any of the representations and/or warranties in Clause 11.1 above, BOKSS will be entitled to, without compensation to any Person or liability on the part of BOKSS:
 - (a) Reject the Tenderer's Tender;
 - (b) If BOKSS has accepted the Tender, withdraw its acceptance of the Tender; and

- (c) If BOKSS has entered into the Contract with the Tenderer, terminate all or any Contract.
- 11.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified BOKSS against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 11.1 above.
- 11.4 A breach by a Tenderer of any of the representations and/or warranties in Clause 11.1 may prejudice its future standing as a contractor or service provider to BOKSS.
- 11.5 Clause 11.1 shall have no application to a Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its Tender, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its Tender.
- 11.6 The rights of BOKSS under Clauses 11.2 to 11.4 above are in addition to and without prejudice to any other rights or remedies available to them or any of them against the Tenderer.

12. Cancellation or Withdrawal of Tender

BOKSS reserves the right to cancel or withdraw its invitation for tender for whatever reasons at any time before a Letter of Award is given to any particular Tenderer. BOKSS is not obligated to consider or accept any conforming Tenderes and reserves the right to make such cancellation.

PART 2 PARTICULAR TERMS AND CONDITIONS

1. Contract between BOKSS and Contractor

- 1.1 BOKSS may rely on the Contractor's Tender to form a Contract with the Contractor after the Contractor has been granted a Letter of Award/Purchase Order by BOKSS.
- 1.2 BOKSS may choose to conclude a Contract either by entering into a formal contract with the Contractor or by issuing a Purchase Order and/or a Work Order to the Contractor incorporating the terms of the Tender Documents.
- 1.3 The contractor's price quotations given in the Tender shall apply to every Contract made between him and BOKSS. Such quotations shall be fixed throughout the period as stated in Part 5 Return of Tender (both days inclusive) and shall not be adjusted or altered in any way irrespective of any fluctuations in the cost of any materials, labour wages, delivery cost or any other cost in relation to the supply of the Goods and/or Services.
- 1.4 BOKSS shall have the right to extend the duration of this Contract for a further period of not more than three (3) months under the same terms and conditions herein contained by giving the Contractor one month's written notice in advance.

2. Clauses Specific to Supply of Goods and of Services

These Tender Documents shall be used to invite both tenders for the supply of Goods and tenders for the supply of Services. For the avoidance of doubt, Clauses 3 to 9 (both inclusive) hereof shall be applicable only to the supply of Goods and Clauses 10 to 14 (both inclusive) hereof shall be applicable only to the supply of Services. Other clauses under this Part shall be applicable to both tenders for the supply of Goods and for the supply of Services.

3. Quality of Goods, Rights of BOKSS and Quality Tests

- 3.1 The Goods supplied by the Contractor under any Contract shall be of merchantable quality, fit for the purpose for which goods of that kind are commonly bought, and comply with the Specifications under Part 3 of the Tender Documents. BOKSS may require the Contractor to provide samples of the Goods being ordered. If the samples are accepted by BOKSS, the Contractor must deliver each item of the Goods in conformity with the quality of such samples. The quality in question is the quality at the time when the sample is provided. If BOKSS has further received any drawings or other descriptions from the Contractor in relation to the Goods, the Contractor must deliver the Goods in conformity with such drawings or other descriptions.
- 3.2 If the Goods do not comply with the requirements under Clause 3.1 above, BOKSS ordering the Goods may by notice in writing served on the Contractor pursuant to Clause 5 below exercise the following powers:

- (a) reject all or part of the Goods being delivered and refuse to pay for such rejected or rejected part of the Goods;
- (b) require the Contractor to repair or replace all or any of the Goods which are not in compliance with the Clause 3.1 requirements; and/or
- (c) terminate the whole or any part of the Contract in question forthwith.
- 3.3 The Contractor, if required, shall furnish BOKSS with a proof note or a certificate showing that the Goods delivered have been subjected to and passed the normal quality tests for such Goods or such other tests as may be reasonably requested by BOKSS.

4. Delivery

- 4.1 The Contractor shall, upon receipt of a Purchase Order or Work Order duly issued and signed by BOKSS or a person authorized on its behalf, supply and deliver the Goods specified in such order according to the stipulated date, volume, quantity, destination, dimensions, colours and/or any other requirements together with the general conditions of delivery stipulated in the Contract(s) between BOKSS and the Contractor.
- 4.2 The Contractor shall deliver the Goods at his own cost and expense to the destination specified in the Contract(s), Purchase Order or Work Order (where applicable).
- 4.3 Each delivery by the Contractor shall be accompanied by a copy of the Purchase Order or Work Order (where applicable), and in return, the Contractor shall obtain a receipt from BOKSS's receiving office. Such receipt shall not constitute an acknowledgment that the Goods therein mentioned are acceptable or considered satisfactory by BOKSS. BOKSS reserves the right to reject the Goods pursuant to the powers herein mentioned.

5. Inspection and Acceptance

- 5.1 All Goods delivered shall be subject to inspection and/or testing by BOKSS.
- 5.2 BOKSS shall have 30 days ("Inspection Period") to conduct the inspection and/or testing from the date of receipt of the Goods.
- 5.3 A written notice shall be given by BOKSS to the Contractor no later than 30 days after the Inspection Period if BOKSS does not accept all or any part of the Goods. The written notice shall specify whether BOKSS intends to exercise any of its rights under Clause 3.2 above. If no such written notice is given within the aforesaid period, the Goods delivered shall be deemed to have been accepted by BOKSS at the end of such period.

6. Treatment of Goods Rejected

- 6.1 If BOKSS rejects any or any part of the Goods pursuant to Clause 3.2 above, the Contractor shall remove the same at his own expenses from BOKSS's premises within 30 days from the date of the notice issued under Clause 5.3 above. If the Contractor fails to remove the Goods within such period, BOKSS may dispose of the same at any time and by whatever means as BOKSS sees fit. No liability shall attach to BOKSS in respect of such disposal.
- 6.2 If BOKSS requests the Contractor to replace the Goods pursuant to Clause 3.2(ii) above, the Contractor shall effect the replacement within a reasonable period of time after BOKSS has made the request. Where the replacement involves obtaining goods from sources outside Hong Kong, the Contractor shall at the first reasonable opportunity advise BOKSS of the delivery date of such replacement and such date must be to the satisfaction of BOKSS.
- 6.3 If BOKSS discovers that the Contractor offers for delivery any goods which have previously been rejected by BOKSS or any other third parties, BOKSS shall be entitled to immediately terminate the Contract.
- 6.4 This Clause is in addition to and without prejudice to any other rights which BOKSS may have in relation to the Goods including but not limited to the right to claim for damages or losses suffered as a result of the Contractor's breach of the Contract.

7. Payment for Goods

- 7.1 Where the Contractor is required to deliver any Goods to BOKSS, the Contractor shall issue an invoice to BOKSS stating the order number(s), particulars of the Goods delivered, quantity, rate and value of each item and send the invoice to the place where the Goods are to be delivered or as otherwise directed by BOKSS.
- 7.2 Unless otherwise agreed, BOKSS shall not make payment to the Contractor for the Goods delivered until the same have been accepted in accordance with Clause 5 of this Part above. Once the Goods are accepted, payment will be made by BOKSS within 30 days' credit upon presentation of monthly statement after the Inspection Period.

Apart from the above payment method, if any proposed deposit is necessary, please state percentage (%) and input the total contract sum under the Part 4-SCHEDULED OF RATES.

8. Compensation

8.1 In the event that all or any of the Goods are not duly delivered, BOKSS shall have the right to purchase the undelivered Goods or, if such Goods are not then readily available in Hong Kong, goods of comparable quality and quantity then readily available in Hong Kong from any other sources and claim against the Contractor for all costs and expenses incurred by BOKSS in excess of the Term Rates and all other costs, expenses, losses and damages

incurred or suffered by BOKSS as a result thereof or in connection therewith.

8.2 If the Goods or any part thereof do not meet the Specifications under Part 3 of the Tender Documents, BOKSS shall have the right to (i) demand the Contractor to replace such Goods at the Contractor's sole costs and expenses; and/or (ii) procure from other sources for the supply of the Goods or, if such Goods are not then readily available in Hong Kong, goods of comparable quality and quantity then readily available in Hong Kong and claim against the Contractor for all costs and expenses incurred by BOKSS in excess of the Term Rates and all other costs, expenses, losses and damages incurred or suffered by BOKSS as a result thereof or in connection therewith.

9. Guaranteed Period

- 9.1 Without prejudice to the generality of Clause 3.1 above, the Contractor shall guarantee the quality of the Goods (except fair wear and tear) for the Guarantee Period stated in the Part 3 Specifications from the date of BOKSS's acceptance as provided in Clause 5 above.
- 9.2 During the Guaranteed Period, if any defects are found to be attributable to the Contractor's defective design, materials, workmanship or other factors, the Contractor shall be liable to make good those defects free of charge for BOKSS as soon as possible.
- 9.3 Upon discovering the defects mentioned above, BOKSS shall inform the Contractor in writing the particulars and extent of the defects and the Contractor shall repair or replace the defective Goods free of charge and to the satisfaction of BOKSS.
- 9.4 If the Contractor is required to replace any defective Goods but he does not at the same time call for the return of the defective Goods from BOKSS, BOKSS may dispose of them after a reasonable time in whatever manner as it sees fit.
- 9.5 If the defects discovered during the Guaranteed Period are not made good within a reasonable period, BOKSS may, after serving a written notice of 7 days on the Contractor, proceed to rectify the defects by repair or replacement and thereafter require the Contractor to pay for reimbursement of such repair or replacement costs.
- 9.6 The Contractor shall remain liable to BOKSS under this clause whether or not the Goods, or any part thereof, were directly manufactured by the Contractor.

10. Quality of Services

10.1 The Services supplied by the Contractor under any Contract shall be of good reasonable quality in line with general standards of similar services available in the market and comply with the Specifications set out in Part 3 of the Tender Documents (if any). If any pledges and/or representations are being given by the Contractor as to his performance of the Services, the Contractor is bound to deliver the Services in accordance with such pledges

- and/or representations. The Contractor must also comply with BOKSS's working instructions mentioned in Clause 11.1 below.
- 10.2 If the Contractor fails to deliver the Services in accordance with Clause 10.1 above, BOKSS is entitled to issue a written complaint to the Contractor requiring him to make good or remedy any problems and/or deficiencies within a reasonable period. If the Contractor fails to comply with such written complaint or if BOKSS has within a period of 7 days issued 2 written complaints to the Contractor for any problems and/or deficiencies, BOKSS shall be entitled to terminate the Contract forthwith by notice in writing and exercise any of the following rights against the Contractor:
 - (a) Reject the Services and refuse to pay for the same or any part thereof; or
 - (b) Require the Contractor to pay compensation for any loss or damage which is or may be suffered by BOKSS as a result of the termination.

11. Instructions and Payment for Services

- 11.1 The Contractor shall provide the Services to BOKSS according to the instructions stated in any Contracts or Work Orders issued by BOKSS. Details as to time, date, location, premises, duration, frequency, magnitude, or other working instructions will be specified by BOKSS and must be strictly followed by the Contractor.
- 11.2 Subject to BOKSS's right under Clause 10.2 above and provided that the Contractor fulfils his obligations under any Contract and/or Working Orders, BOKSS shall make payment to the Contractor in accordance with those specific provisions as stated in the Letter of Award/Purchase Order/Work Order.
- 11.3 The Contractor shall be required to issue invoice to BOKSS. The invoice will state the particulars of the Services and the period for which the Services had covered. Invoices shall be issued as soon as the Services covered had been fully rendered. They shall be sent to BOKSS's business address or as otherwise directed by BOKSS.
- 11.4 The amount payable to the Contractor will be calculated by reference to the items of Services rendered and in accordance with the fee quotations specified in the Contractor's Tender.

12. Trial Period

- 12.1 If the Services to be provided are on a regular basis exceeding 3 months, BOKSS is entitled to a trial period of 3 months from the date of Contract and may terminate the Services with immediate notice to the Contractor.
- 12.2 All expenses incurred by the Contractor during this period shall be borne exclusively by the

Contractor.

12.3 The Contractor shall receive the service fees during the Trial Period, if service is satisfactory and accepted by BOKSS.

13. Contractor's Staff

- 13.1 BOKSS may specify the manpower needed in relation to the Services. The Contractor, in such case, shall provide adequate number of staff for the purpose of providing the Services.
- 13.2 BOKSS may also stipulate that the Contractor's staff shall meet certain standards and qualifications. If any discrepancies as to such standards and qualifications are discovered, BOKSS may require the Contractor to replace those staff not meeting the standards and qualifications.
- 13.3 Without prejudice to Clause 13.2 above, BOKSS shall have the right to require the Contractor to replace any staff whom BOKSS considers to be unsuitable for providing the Services.

14. Reports

BOKSS may require the Contractor or its staff to provide regular reports in relation to the Services. Such requirements may be specified in Part 3 of the Tender Documents or in the provisions of the Contract (as the case may be).

15. Confidentiality

If in the course of performing any Contract, the Contractor receives proprietary information of BOKSS relating to its business, operations, equipment or products, information of our staff, clients, service users and members, the Contractor will retain all such information in confidence and will not disclose it, except in the necessary course of performing such Contract.

16. No Subcontracting

All Contracts to be entered into for the supply of the Goods and/or Services may not be sub-contracted, transferred or assigned by the Contractor, either in whole or in part, to third parties without the prior written consent of BOKSS in question. If the Contractor intends to sub-contract to any third parties, he must submit the names of such third parties to BOKSS in question for its approval.

17. Recovery of Sums Due

Whenever under any Contract any sum shall be recoverable by BOKSS from or shall be payable to BOKSS by the Contractor, such sum may be deducted from any sum then due or may become due

to the Contractor by BOKSS under or in relation to the Contract.

18. Termination

- 18.1 BOKSS shall have the right to forthwith terminate any Contract with the Contractor by serving written notice if the Contractor commits any breach of the terms of such Contract or the Tender Documents.
- 18.2 Without prejudice to any other provision of any Contract or the Tender Documents and in addition to the rights to terminate under Clauses 3.2, 6.3, 10.2, 12.1 and 18.1 above, BOKSS may at any time give not less than 30 days' prior written notice (the "Termination Notice") to the Contractor, without giving any reason, to terminate all or any Contract or any part thereof as specified in the Termination Notice (the "Terminated Contract") without compensation to the Contractor. The Terminated Contract shall be terminated immediately after the date as set out in the Termination Notice (the "Termination Date") without prejudice to any rights or obligations of either party in respect of any Goods and/or Services which have been delivered and accepted by BOKSS on or before the Termination Date. BOKSS shall not, in any event, be liable to the Contractor for any costs, expenses, loss or damages incurred or suffered by the Contractor as a result of such termination or in connection therewith.

19. Indemnity

- 19.1 The Contractor shall at all times keep BOKSS indemnified against all actions, claims, suits, costs, demands and expenses which may be incurred, sustained or arise out of the non-performance or non-observance of any of the Contractor's obligations under any of the Contracts to be performed by the Contractor.
- 19.2 The Contractor shall pay or reimburse BOKSS on demand all costs, charges and expenses incurred and all payments made by BOKSS (including legal costs and disbursements on a full indemnity basis) in the lawful exercise of any rights conferred upon it under any Contract.

20. Bankruptcy

In the event of occurrence of any of the following events, BOKSS may at any time by notice in writing forthwith terminate any Contract with the Contractor without entitling the Contractor to any compensation thereof:

- 20.1 If the Contractor shall at any time be adjudged bankrupt or insolvent, or shall have a receiving order or order for administration of his estate made against him, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- 20.2 If the Contractor, being a company, shall pass a resolution or the court shall make an order

for the liquidation of its assets or a receiver or manager shall be appointed on behalf of its debenture holders, or circumstances shall have arisen that entitle the court or debenture holders to appoint a receiver or manager;

Provided always that such termination shall not prejudice or affect any right or right of action or remedy which shall have accrued or shall accrue to BOKSS on or before the aforesaid termination.

21. Corrupt Gifts

- 21.1 If the Contractor or any of his employees or agents shall be found to have committed an offence under the Prevention of Bribery Ordinance for the time being in force or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other ancillary contracts, BOKSS may terminate its Contract with the Contractor, without entitling the Contractor to any compensation thereof.
- 21.2 The Contractor shall be liable for all losses and expenses necessarily incurred by BOKSS as the result of such termination of Contract.

22. Intellectual Property Rights

The Contractor shall indemnify BOKSS against all claims arising at any time on account of the manufacture or use of any Goods or of the provision of any Services infringing any patent rights, copyrights or registered design, or other intellectual property's rights, or on account of any claims for royalties arising from the manufacture or use of any Goods or from the provision of any Services, and the Contractor shall also be liable for any cost to BOKSS that may arise from any such claims.

23. Government Regulations

- 23.1 The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in relation to the supply of the Goods and/or Services.
- 23.2 The Contractor shall indemnify BOKSS against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, BOKSS shall reserve the right to claim full compensation in the event of the whole or any part of any Contract not being completed as a result of such failure to comply.

24. Warranty

24.1 The Contractor shall warrant to BOKSS that, if the subject matter of supply are the Goods, the Goods will conform to the Specifications under Part 3 of the Tender Documents as well as any drawings, samples or descriptions furnished to or by BOKSS, and will be

merchantable, of good material and workmanship and free from defect. The Contractor shall also warrant that the Goods or any parts thereof which have been selected, designed, manufactured or assembled by the Contractor, based on BOKSS's stated use, will be fit and sufficient for the particular purposes intended by BOKSS.

- 24.2 If the subject matter of supply are the Services, the Contractor shall warrant to BOKSS that the Services are of the quality stipulated in Clause 10.1 above.
- 24.3 Breach of any warranties under this Clause by the Contractor shall entitle BOKSS to exercise its right of termination under Clause 18 hereof.

25. Time

Time shall be of essence in relation to any provisions in the Tender Documents.

26. Force majeure

Any delay or failure of either BOKSS or the Contractor to perform its obligations shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slow-downs), inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within 7 days.

27. No Assignment

The Contractor shall not, without the prior written consent of BOKSS in question, assign or otherwise transfer any Contract or any part share or interest therein, or the performance of any obligations under such Contract to any third parties. The performance of any Contract shall be deemed to be personal to the Contractor.

28. Relationship

For the avoidance of doubt, the relationship between BOKSS and the Contractor (if any) under any Contract contemplated herein is solely that of a principal and independent contractor and neither party shall be construed to be an employer or employee or agent of the other.

29. Governing Law

Any Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties thereof shall agree to submit to the non-exclusive jurisdiction of the courts of Hong

Kong in relation to any matters arising thereof.

30. Non-exclusive Agreement

The Contractor hereby agrees that its right to supply and deliver the Goods and/or the Services to BOKSS shall be non-exclusive. Notwithstanding the conclusion of any Contract and/or the Tender Documents, BOKSS shall be entitled to call for any quotations from any other suppliers or contractors and/or to purchase or obtain from any other suppliers or contractors any Goods and/or Services.

31. Severability

If any term or provision in the Tender Documents shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Tender Documents and the enforceability of the remainder of the Tender Documents shall not be affected.

32. Legality

All items supplied/provided to BOKSS(s) must comply with all laws, regulations, rules and other guidelines issued by competent bodies/authorities from time to time applicable in Hong Kong in respect of the relevant item(s).

33. Product Safety

All items must be produced, manufactured, processed, prepared, transported and handled in a manner to ensure requisite standard of safety and hygiene at all times for safe use and consumption.

Where there is reported case(s) in any place of contaminated/poisoned food or possible health hazards of similar category as an item supplied by the Supplier/Contractor, BOKSS shall have the right to require the Supplier/Contractor to recall any or all items at any time, whether or not testing has been done on any of the item(s). BOKSS shall have no liability whatsoever to the Supplier/Contractor notwithstanding the items that have been recalled shall have been proven to have passed the requisite standard. In addition, BOKSS shall have the following options:

- (a) either require the Supplier/Contractor to supply alternative items of that category without additional costs or charges to BOKSS; or
- (b) BOKSS shall claim any additional costs and charges against the Supplier/Contractor if BOKSS shall purchase the items that are recalled from other supplier/contractor.

34. Production Description

All items supplied shall include information including but not limited to product name, manufacture/production date, date for consumption, expiry date, origins of ingredient(s) and such other information that BOKSS may require. Where food labels are in use, all declaration and descriptions on the food label shall be strictly followed.

35. Disclaimer

Without prejudice to clause 19 hereunder and any other rights BOKSS may have, the Supplier/Contractor shall indemnify and keep BOKSS fully indemnified against any and all actions, liabilities, proceedings, losses, allegations, demands, claims, damages, expenses, fines, penalties or costs of whatever nature brought any party or person(s) against BOKSS or BOKSS arising out of or in connection with the item(s) supplied by the Supplier/Contractor to BOKSS.

PART 3 SPECIFICATIONS

Goods/Services:

BOKSS Web Platform Development

1. Objective

The Contractor shall supply software and implementation services for BOKSS.

2. Scope of Work

The Tenderer shall provide a web-based software solution to manipulate the functions and features defined in "3. Functions and Features" of this Tender Specifications. All webpages and user interfaces shall provide options to users to select the display language (Traditional Chinese, Simplified Chinese and English). The tenderer shall submit a proposed solution including but not limited to:

- 2.1 Project management.
- 2.2 Design, software development or customization, and implementation schedule.
- 2.3 The platform and design shall be flexible to incorporate new features, pages or technologies effortlessly in the future with minimal redevelopment required.
- 2.4 Implementation and consultation services.
- 2.5 Technical services on setting up cloud-based environments for the whole platform for both storage and operation, serverless solution is preferred. Cloud resources provider limited to Alibaba, Google, AWS, Azure and CITIC Telecom CPC.
- 2.6 Data backup.
- 2.7 Estimation of initial cloud resource consumption including data backup, and a 5-year projection, with details and costs.
- 2.8 Pre-security tests involve defining the scope of test, identifying potential threats and vulnerabilities, and obtaining necessary permissions and approvals.
- 2.9 Rectification according to the test reports mentioned in point 8 of this Scope of Work.
- 2.10 Post-security tests involve verifying that all identified vulnerabilities have been remediated,

validating the effectiveness of security controls and counter measures, and documenting the results of the testing.

- 2.11 User acceptance test.
- 2.12 Training, user manual and training schedule.
- 2.13 Documentations for configurations and settings.
- 2.14 Office hours hotline services (public business days, 9:00 am 6:00 pm).
- 2.15 Maintenance and local support services cost amount for 5 years after user acceptance.
- 2.16 Provide accessories and labours if necessary.
- 2.17 List and advise other necessary resources that shall be provided by BOKSS.

3. Functions and Features

Section A: Staff Portal

Staff can log into Staff Portal with O365 accounts under BOKSS's domain. Subsidiary functions and features under Staff Portal are:

- 1. Organization Directory (Directory Subsystem)
 - 1.1. Maintain a list of offices with the following details:
 - (i) Office Name (Traditional Chinese, Simplified Chinese and English)
 - (ii) Office address (Traditional Chinese, Simplified Chinese and English)
 - (iii) Office status: Valid, Closed

Only Directory Administrator can view/edit office details and status.

- 1.2. Maintain a list of services with the following details:
 - (i) Service code
 - (ii) Service name (Traditional Chinese, Simplified Chinese and English)

Only Directory Administrator can view/edit service details.

Maintain a list of service units with the following details: 1.3. (i) Service unit code (ii) Service unit name (Traditional Chinese, Simplified Chinese and English) Belongs to service (Service code) (iii) (iv) Office Name (English) Office address (Traditional Chinese, Simplified Chinese and English) (v) (vi) Fax no. (vii) General line no. (viii) Email address Unit in-charge (Staff name) (ix) (x) Unit status: Valid, Closed (xi) Unit start date (xii) Unit close date Only Directory Administrator can view/edit unit details and status. 1.4. Maintain a list of company staff with the following details: (i) Staff no. (ii) First Name and Last Name (Traditional Chinese, Simplified Chinese and English) Other Name (English) (iii) (iv) Email address (Synced from O365) (v) Primary telephone no. (vi) Secondary telephone no. (vii) Service unit code (viii) Office Name (English)

Immediate supervisor (Staff name)

Date of eligibility to make approval

(ix)

(x)

(xi)

Staff card no.

- (xii) Staff status: Valid, Terminated
- (xiii) Termination date

Only directory admins can view/edit staff card no., status and termination date.

- 1.5. Maintain a list of special committees with the following details:
 - (i) Committee code
 - (ii) Committee name (Traditional Chinese, Simplified Chinese and English)
 - (iii) Involved service(s)
 - (iv) Office Name (English)
 - (v) Office address (Traditional Chinese, Simplified Chinese and English)
 - (vi) Hotline
 - (vii) Committee members
 - (viii) Committee hierarchy
 - (ix) Committee start date
 - (x) Committee end date
- 1.6. Sync user accounts from Active Directory. Fetch attributes with fields mapping as table below:

(i)	First Name	First Name
(ii)	Last Name	Last Name
(iii)	Telephone number	Telephone number
(iv)	Department	Department
(v)	Initials	Chinese Name
(vi)	Description	Staff ID
(vii)	Display Name	Nickname (eliminate the last name)
(viii)	Office	Service

- 1.7. Allow staff to temporarily delegate their approval rights to other staff members. If staff is terminated, alert their supervisor to reassign temporary approval rights. The supervisor can change the delegate only in this situation.
- 1.8. Organizational Hierarchy Reports:
 - (i) Provide an overall organizational chart showing the hierarchy of departments, divisions, sections, units, etc. The chart should be interactive, allowing users to expand or collapse nodes.

- (ii) Generate reports for individual services including:
- (iii) List of all service units under the service
- (iv) Unit-wise employee count
- (v) Location details of units
- (vi) Contact information at each level (Service head, unit heads)
- (vii) Generate similar reports for individual service units highlighting:
- (viii) Unit structure (Sub-units if any)
- (ix) Employee names, roles and contact info at unit and sub-unit level
- (x) Responsibilities/work allocation for each position
- (xi) Allow filtering of the chart and lists by locations, departments, employee names, etc. This will make the information more customized and easier to navigate.
- (xii) Provide options to take a print of the entire or filtered chart/list. Allow users to download the information in PDF, Excel or other formats as required.
- (xiii) Highlight any vacant positions or units without a head to facilitate quick corrective actions.
- 1.9. Capture detailed audit logs and allow download and/or printing by Directory Administrators.
- 2. Meeting Room Booking (Meeting Room Subsystem)
 - 2.1. Maintain a list of meeting rooms with details such as capacity, amenities, etc. Show availability/occupancy of rooms on a calendar view.
 - 2.2. When a staff books a room, the status of the booking will be "Awaiting Confirmation". An email notification will be sent by the Meeting Room Subsystem to the booking staff.
 - 2.3. Each meeting room will have a dedicated Room Administrator. The Room Administrator can authorize another staff to handle bookings for a specific time period on their behalf.
 - 2.4. Room Administrator should confirm or reject room bookings on or before 10 calendar days of the booking usage date. Reminders will be sent by the Meeting Room Subsystem to admins for pending confirmation.
 - 2.5. Once a booking is confirmed, only the user who made the booking can cancel or modify it (Except for meeting duration and room).

- 2.6. Send a confirmation email to the booking staff once their request is confirmed by the Room Administrator.
- 2.7. Allow booking staff to add participants to the meeting. Capture the name and designation of internal and external participants.
- 2.8. Send meeting invitation emails to all participants including download links to add the meeting in Google/Outlook calendars.
- 2.9. Meeting details:
 - (i) Title
 - (ii) Date
 - (iii) Start and end time
 - (iv) Room
 - (v) Host's name and contact
 - (vi) List of participants (Name, designation, organization)
- 2.10. Search and filter options:
 - (i) By room
 - (ii) By date
 - (iii) By host/participant
 - (iv) By status
- 2.11. Reports on:
 - (i) Room occupancy
 - (ii) Most/least booked rooms
- 2.12. Capture detailed audit logs and allow download and/or printing by Administrators.
- 3. Notice Board
 - 3.1. Only staff with the Notice Administrator role can post new notices.
 - 3.2. Notices can be posted in draft mode and scheduled to launch on a particular future date. If a launch date is specified, notices will be published automatically on that day at 9 AM. Otherwise, Notice Administrator can publish notices manually.
 - 3.3. Notices should have the following details:

- (i) Notice title
- (ii) Description
- (iii) Launch date
- (iv) Expiry date (if any)
- (v) Attachments (Documents, images, etc. Optional)
- (vi) Links (Hyperlinks Optional)
- 3.4. Notices shall be displayed on the notice board in reverse chronological order (Latest first).
- 3.5. Notices can be searched or filtered by:
 - (i) Partial title
 - (ii) Time period
- 3.6. Capture detailed audit logs and allow download and/or printing by Notice Administrators.
- 4. Knowledge Base / Forum (Forum Subsystem)
 - 4.1. Ability to create discussion forums/groups by Root Administrators. Root Administrators can assign other staff as Group Administrators.
 - 4.2. Group Administrators can create sub-groups under their group and assign sub-group administrators. No next-level sub-groups are allowed.
 - 4.3. Only Root Administrators can:
 - (i) Move topics between groups.
 - (ii) Delete posts/topics.
 - 4.4. Administrators can disable/enable posting for:
 - (i) Individual topics
 - (ii) For entire group
 - (iii) For their sub-groups
 - 4.5. Administrators can highlight/pin posts at the top of forum/group
 - 4.6. No attachments are allowed. Only text and hyperlink posts and replies are permitted.
 - 4.7. Hashtags are allowed to categorize topics

- 4.8. Staff can search or filter topics by:
 - (i) Partial topic subject
 - (ii) Hashtags
- 4.9. A complete history of posts and revisions should be maintained.
- 5. IT Support (Case Subsystem)
 - 5.1. Allow all staff to add new support requests with attachments.
 - 5.2. Cases should have the following attributes:
 - (i) Case No.: An auto-generated unique number as the case identification
 - (ii) Issue Date: The date the request is logged.
 - (iii) Issuer: Staff name of the case issuer, and hyperlink to view the contact information in the Organization Directory.
 - (iv) Status: Unread, Processing, Closed. IT Staff can change the status.
 - (v) Description: Detailed description of the issue from the case issuer.
 - (vi) Attachments: Ability to attach files.
 - (vii) Pick-up date: Date the support request is picked up for resolution.
 - (viii) IT Staff: Staff name of the case handler, and hyperlink to view the contact information in the Organization Directory.
 - (ix) Close Date: Date the support request is closed as resolved.
 - (x) Comment: Both the case issuer and case handler can add comments and/or traces.
 - 5.3. Search and Filter: On the user interface, cases can be searched or filtered by:
 - (i) Case No.
 - (ii) Status
 - (iii) Issuer
 - (iv) Case Handler
 - (v) Partial Words of Description
 - 5.4. Provide report on changes log

6. Administration

- 6.1. Staff with Root Administrator role can assign/remove roles to/from other staff.
- 6.2. Root Administrators can view/download/print all reports including audit trials.
- 6.3. Root Administrators cannot perform other administrative rights of other administrators.

Section B: Main Homepage

- 1. Accessibility: The website shall be developed to ensure compliance with WCAG 2.0 Level AA accessibility standards.
- 2. Responsive and Mobile-Friendly Design: The website design shall render properly on mobile devices, tablets, laptops, and desktops. A responsive design approach shall be followed.
- 3. Easy Navigation: The information architecture and navigation scheme shall be developed in an intuitive and simple manner with minimal complex nesting.
- 4. Search Functionality: A search feature shall be integrated to search content across the entire website.
- 5. Content Management System: The content management system shall be user-friendly for non-technical content editors to manage pages, upload content, images, documents, etc. with minimal technical proficiency required.
- 6. Search Engine Optimization: The website shall be optimized for search engine rankings and social media sharing of content.
- 7. Document Management: The ability to upload and organize PDFs, Word documents, Excel sheets, and other files with proper tagging and version control shall be provided.
- 8. Contact Form: A contact form shall be included to allow website visitors to submit inquiries and messages. CAPTCHA shall be utilized to prevent spam.
- 9. Analytics Integration: Google Analytics or an equivalent tool shall be integrated to gain insights into traffic and user behaviour with event tracking for key engagements.
- 10. Multi-level Sub-pages: The content management system shall facilitate the creation of multiple tiers of sub-pages under parent pages.
- 11. Dynamic Referencing: Information such as contacts, service units, organization hierarchy, office addresses, etc. shall be dynamically referenced and synced from the staff portal. Any updates on the staff portal shall automatically reflect on the public website.
- 12. All public user accessible elements shall be allowed to set a hyperlink to redirect to the existing payment system or to subdomain websites that hosted in other locations.
- 13. Flag Day Subsystem

13.1. Activity management module

- (i) Subsystem administrator can create activities (event ID, event date, description, publicity images, publish date, end date).
- (ii) Subsystem administrator can create/modify flag selling districts (event ID, district name, description). "Copy from last activity" function available.
- (iii) Subsystem administrator can create commemorative set donation types (event ID, amount, contents). "Copy from last activity" function available. Payments are made via the e-payment subsystem and recorded in the system.
- (iv) Subsystem administrator can assign staff as district managers (event ID, Staff ID, flag selling district).
- (v) Subsystem administrator and district managers can assign staff as duty staff (event ID, Staff ID, flag selling district).
- (vi) District managers can transfer individual volunteers or volunteer groups to other districts.
- (vii) Activities can be saved in draft mode. If the publish date is set, the subsystem shall automatically publish on the main website.

13.2. Volunteer registration and management module

- (i) Volunteer groups registration: event ID, group ID, group name, group manager name, contact number, flag selling district.
- (ii) Individual volunteers registration: event ID, name, contact number, flag selling district, group ID (if a volunteer is under a group).
- (iii) A volunteer group manager can submit volunteers' details by uploading an Excel file by filling specified template.
- (iv) The module shall provide individual hyperlink to volunteer and volunteer group, for volunteer and volunteer group to recruit other volunteers with their referral.
- (v) The module will automatically generate login accounts for each individual volunteer and volunteer group manager.
- (vi) The module shall provide facilities to volunteer and volunteer group for their further operations related to the registered flag day activities, such as:
 - a. Select date and location to collect empty flag bag and flags.
 - b. View referral list.
 - c. Edit group members' details (for volunteer group only).

- d. Select flag selling district.
- e. Select a station to return flag bag.
- (vii) Each account user submits a questionnaire within 10 days of the end of the activity.

13.3. Flag bag management module

- (i) Generate unique numbers per activity for each flag bag and produce a barcode.
- (ii) Volunteers log into the subsystem and scan the barcode to confirm receiving the flag bag (only one).
- (iii) Volunteer group managers log into the system and scan multiple barcodes to confirm receiving of flag bags.
- (iv) Duty staff log into the system on mobile phones and scan the barcode to confirm flag bags returned.
- (v) District managers log into the system and re-scan the barcode to reconfirm the return of flag bags.
- 13.4. Real-time dashboard (only for district managers to log in)

Number of uncollected flag bags, number of collected flag bags (this district), number of collected flag bags (other districts), number of flag bags collected by other districts.

13.5. Reports (only for district managers to log in)

List of uncollected flag bags (flag bag number, responsible individual volunteer/group, contact number)

14. Data security

Information obtained from 13 in this Section shall be stored in a secured and encrypted database.

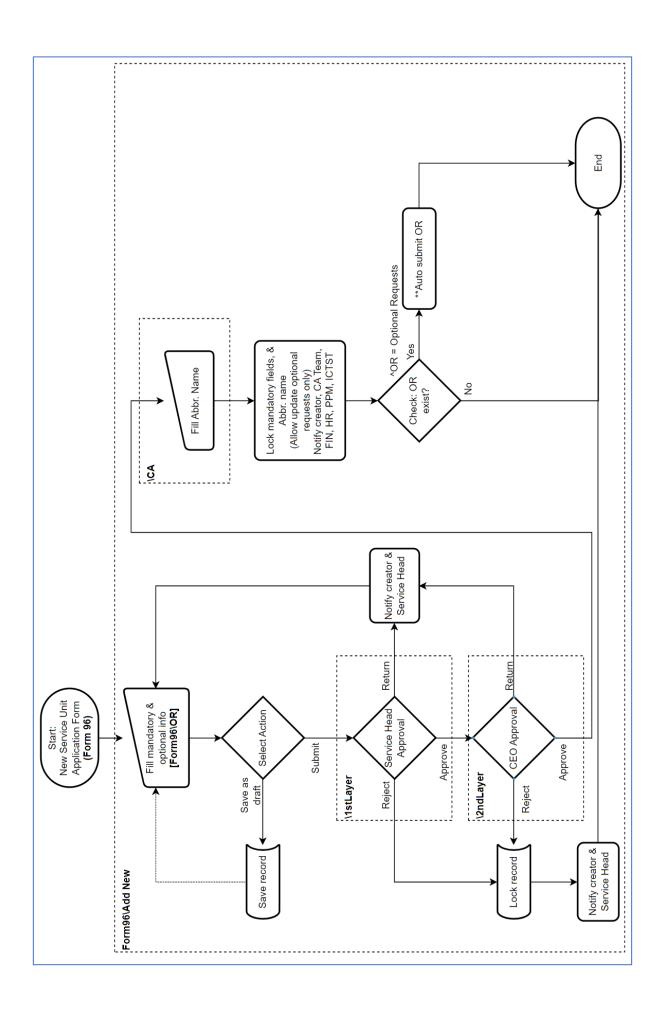
15. Flexibility to integrate with other applications

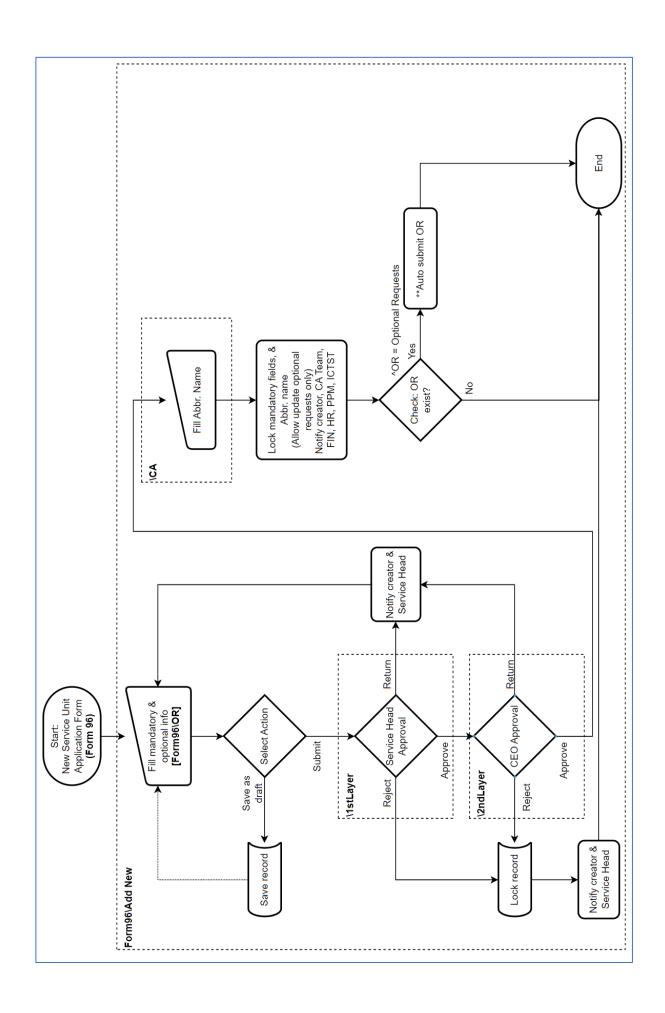
This system shall have the flexibility to integrate with other applications such as statistical, analytical and CRM with information obtained from 13 in this Section.

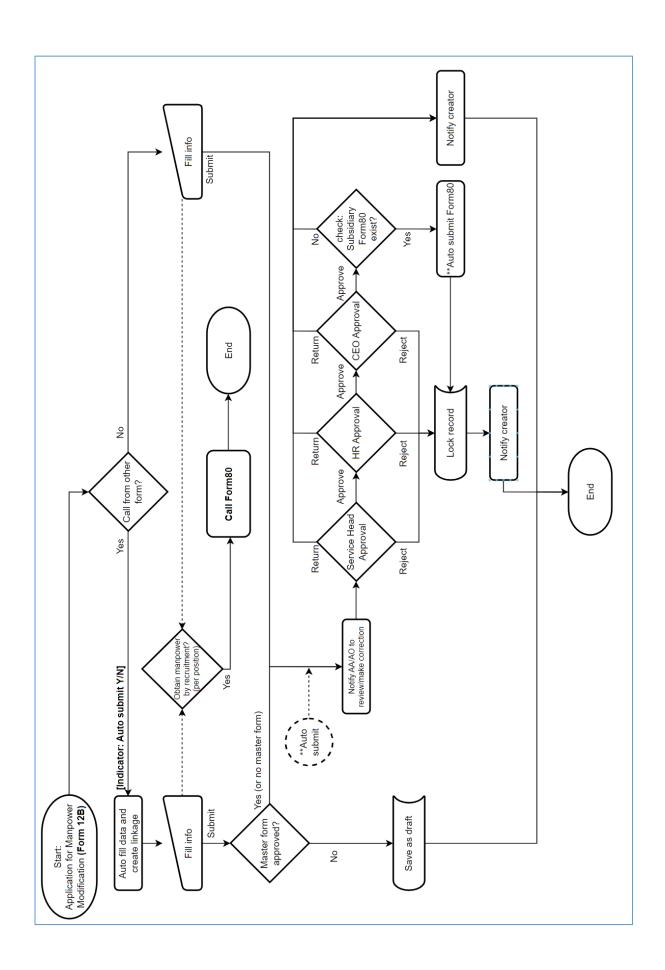
Section C: e-Form / Workflow / e-Approval

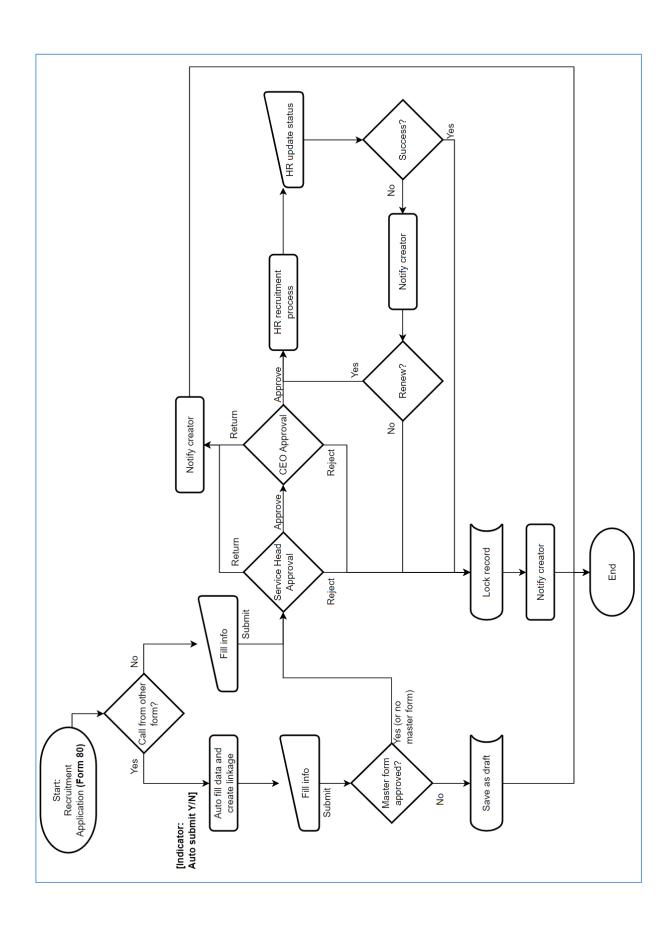
- 1. This system must integrate with the active directory and Directory Subsystem.
- 2. No-code visual form builder: The system shall provide a no-code visual form designer tool to allow administrators and users to easily design forms, workflows and approval processes without any coding.

- 3. Approval hierarchy from directory: The approval paths for a form shall be determined automatically based on the Directory Subsystem in the Staff Portal.
- 4. Pre-approval endorser: Approvers can assign multiple persons to endorse forms before reaching them. The flow of pre-approval endorsers shall be determined automatically based on the Directory Subsystem.
- 5. Unlimited approval levels: The system shall support any number of sequential approval levels for a form/request. There shall be no hard limit on the maximum number of approval levels.
- 6. Advanced approval: The system shall allow form applicant to escalate the approval flow to advanced level approver for emergency applications. The advanced level approver shall be alerted for such.
- 7. Document management: The system shall allow users to upload any number of documents for a form and provide document management for all forms and uploaded files.
- 8. Temporary delegation: The system shall allow approvers to temporarily delegate their approval rights to another user. It shall provide controls to manage such delegations.
- 9. Groups and access control: Administrators shall be able to create groups and associate forms with groups. Access to view/edit different forms can then be controlled for different users/groups.
- 10. Role-based access control: Access to create/view/edit forms and use the form designer tool shall be controlled based on user roles and permissions.
- 11. For procurement forms:
 - 11.1. It must be possible to record payments against any procurement request.
 - 11.2. Reports shall be available to list all "open" (not fully paid) procurement requests.
- 12. Save as periodical and alerts: The subsystem shall allow saving a form as "periodical" and setting the recurrence period. It shall automatically send alerts to the concerned submitter before a periodical form is due.
- 13. Notices to administrative assistants: The subsystem shall automatically send an email notification to the administrative assistant of the concerned service unit whenever an employee submits a form.
- 14. The subsystem shall have the ability to handle sequential forms/workflows as samples below:









Section D: e-Rostering

- 1. Master Data Management
 - 1.1. Each service unit has one roster.
 - 1.2. Staff Types
 - 1.3. Duties (per service unit)
 - 1.4. Operating Schedule, in the form of calendar.
 - 1.5. Sessions (per service unit)
 - 1.6. Leave types
 - 1.7. Roster rules should be defined for sessions. (Minimum no. of staff, minimum no. of specific staff type, etc.)

2. Rostering Flow

- 2.1. The system shall support both Top-Down and Bottom-Up rostering flows.
- 2.2. Top-Down:
 - (i) Unit admins assign duties to staff and confirm by staff.
 - (ii) Unit admins can make changes to the confirmed roster. Involved staff shall confirm the changes to make them valid.

2.3. Bottom-Up:

- (i) Staff register for duties and confirm by unit admins.
- (ii) Staff can apply for changes via the e-Form subsystem. Involved staff shall confirm the changes, and the unit admin shall approve to make them valid. No change for past roster is allowed under bottom-up flow.

3. Substitution

The subsystem shall allow unit admins to mark the reason for substitution, and the staff taking the duty should confirm it.

4. Leave Handling

- 4.1. The subsystem shall support the import and export of leave information to and from existing systems.
- 4.2. The subsystem shall allow staff to mark sick leave.
- 4.3. The subsystem shall allow supervisor to mark sick leave for subsidiary staff.

5. Staff Clock In/Out

- 5.1. Staff shall be able to clock in/out via desktop PC (internal IPs) or mobile device.
- 5.2. The subsystem shall have the ability to handle flexible working hours.
- 5.3. The subsystem shall have the ability to collect GPS information when clock in/out.
- 5.4. The subsystem shall have the ability to turn on/off the clock in/out function for individual service units.
- 5.5. The subsystem shall have the ability to turn on/off flexible working hours option per staff basic.
- 5.6. The subsystem shall have the ability to turn on/off the GPS collection function per staff basic.
- 5.7. Manual input for past records should be allowed and marked accordingly.

6. Overtime Calculation

- 6.1. Staff with complete clock-in/out records shall have their overtime calculated automatically, with the ability to select entries to submit with reason and be approved by the supervisor/unit admin.
- 6.2. Staff without clock-in/out records should fill out an application form manually via the e-Form subsystem and be approved by the supervisor/unit admin.

7. Dashboards

- 7.1. The system shall provide a real-time dashboard of duties status for service units for the current date and upcoming seven days.
- 7.2. The dashboard shall include the number of staff on-duty/sick leave/day off/other leaves, fulfilment of roster rules, rosters waiting for confirmation, and applied changes status.

8. Administrative Roles:

- 8.1. The system shall have different administrative roles, including but not limited to Root Admin, HR, and Unit Admin, with different levels of access and permissions.
- 8.2. Root Admin should be able to assign all levels of admin roles to staff.
- 8.3. HR should be able to add/edit Staff Types, Leave Types, view all information, and import and export leave information.
- 8.4. Unit Admin should be able to add/edit Staff Types, Duties, Operating Schedule, Sessions, Leave Types, Roster Rules, and assign Unit Admin within the same service unit.

PART 4 SCHEDULE OF RATES

A. Software List

Item	Description	Unit Price (HK\$)	Unit of Measure	Quantity	Amount (HK\$)
Subtotal					

B. Implementation Services

Item	Description	Unit Price (HK\$)	Unit of Measure	Quantity	Amount (HK\$)
Subtotal					

C. Training

Item	Description	Unit Price (HK\$)	Unit of Measure	Quantity	Amount (HK\$)
Subtotal					

D. Recurring and other costs (not mentioned above)

Item	Description	Unit Price (HK\$)	Unit of Measure	Quantity	Amount (HK\$)	
Annua	Annual recurring cost for 2 nd , 3 rd , 4 th and 5 th year (please list details)					
	Subtotal					

- The quoted Project Cost should include first year recurring cost.
- All the hardware should include the connectivity cables (Power cord, UTP & Fiber cable & Terminator, redundancy power supply, etc.) for the system up and running.

TOTAL PROJECT COST (A + B + C + D)	

E. Cloud Resources Recurring Cost Estimation

Item	Description	Unit Price (HK\$)	Unit of Measure	Quantity	Amount (HK\$)		
Cloud	Cloud Provider:						
Subtotal							

F. Optional Items

Item	Description	Unit Price (HK\$)	Unit of Measure	Quantity	Amount (HK\$)
Subtotal					

Notes to Schedule of Rates

The quoted Project Cost should be in a lump sum basis and no additional charge will be incurred.

PART 5 RETURN OF TENDER

To: Baptist Oi Kwan Social Service

Dear Sirs,

6.

Address:

Tel.:

Re: Tender For BOKSS Web Platform Development

- 1. Having examined and understood the Tender Documents, I/we hereby offer to provide and supply the Services as defined in the Tender Documents in conformity with the Specifications therein specified to BOKSS upon its/their request and in accordance with the term rates ("Term Rates") as quoted by me/us in Part 4 of my/our Tender known as the Schedule of Rates. The Term Rates are quoted on a fixed price basis and shall not be adjusted or altered by me/us in any way whatsoever irrespective of any fluctuations in foreign exchange rates, cost of labour, materials, freight, insurance or any other cost necessary to be incurred for the supply and delivery of the Services.
- 2. I/We undertake that if my/our Tender is awarded, I/we will supply and deliver the Services within the time stipulated in any Contract(s), Purchase Order(s) or Work Order(s) (where appropriate) and in accordance with all the terms and conditions contained therein.
- 3. I/We confirm that my/our offer herein shall remain open for acceptance for not less than ninety (90) days from the Tender Closing Date.
- 4. I/We acknowledge and understand that you are not bound to accept any or the lowest Tender and have the right to accept or reject any part or he whole of the Tender. I/We understand that even if my/our Tender shall be awarded by you, BOKSS are not bound to order or require the supply and delivery of any Services from me/us.
- 5. I/We understand that BOKSS reserve the right to carry out further negotiations with me/us, at any time, on any terms and conditions of my/our Tender, including but not limited to the Term Rates, without in any way affecting the validity of any terms and conditions of any Contract(s) or the Tender Documents and I/we shall negotiate with BOKSS in good faith. For the avoidance of doubt, no negotiations shall constitute a repudiation of any Contract(s) or the Tender Documents on the part of BOKSS.

I/We acknowledge and understand that BOKSS may at any time by notice to me/us, without giving any reason,

Dated this	day of	, 20	and signed by	in the capacity of
			duly authorized to sign this	Tender for and on behalf of
			_·	
Authorized S	ignature(s) and C	ompany Cho	<u>——</u> р	